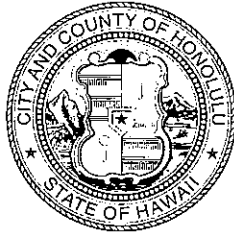


**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY AND COUNTY OF HONOLULU AND THE
UNITED STATES COAST GUARD, FOURTEENTH DISTRICT,
REGARDING SEARCH AND RESCUE NOTIFICATION,
COORDINATION, AND EXECUTION**

- I. **PARTIES.** The parties to this Agreement are the City and County of Honolulu (City) through the Honolulu Fire Department (HFD), Honolulu Emergency Services Department (HESD), Ocean Safety and Lifeguard Services Division (Ocean Safety) and the United States Coast Guard (USCG) through the USCG Fourteenth District Joint Rescue Coordination Center Honolulu (JRCC Honolulu), and United States Coast Guard Sector Honolulu (Sector Honolulu).
- II. **AUTHORITY.** This Agreement is authorized under the provisions of
- A. Hawaii Revised Statutes § 199-3, Article III, subparagraph (3) & (5)
 - B. Revised Charter of the City and County of Honolulu, Article 6, Chapter 1, Section 6- 103.
 - C. 14 U.S. Code 2, 88, 93(a)(20) and 141
 - D. 33 CFR 1.01-1
 - E. National Search and Rescue Plan of the United States, 2007
 - F. National Response Framework (NRF), January 2008
 - G. International Aeronautical and Maritime Search and Rescue (IAMSAR) Manual, 2008 Edition
 - H. United States National Search and Rescue Supplement to the International Aeronautical and Maritime Search and Rescue Manual, May 2000
 - I. U. S. Coast Guard Addendum to the National SAR Supplement (CGADD), COMDTINST M16130.2D, 29 Apr 2004
 - J. Fourteenth Coast Guard Standard Operating Procedures, 2008
 - K. Homeland Security Presidential Directive 5 (HSPD—5) and Homeland Security Presidential Directive 8 (HSPD—8).
 - 1. HSPD-5 establishes a single, comprehensive national incident management system.
 - 2. HSPD-8 requires a national domestic all-hazards preparedness goal, establishes mechanisms for improved delivery of Federal preparedness assistance to State and local governments, and outlines actions to strengthen preparedness capabilities of Federal, State, and local entities.

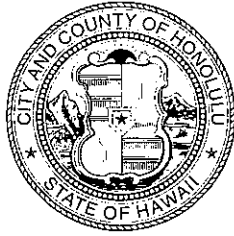


III. PURPOSE AND OBJECTIVE. The purpose of this Agreement is to set forth terms by which HFD, Ocean Safety, JRCC Honolulu, and Sector Honolulu will coordinate and execute civil and military Search and Rescue (SAR) support in order to prevent death or injury to persons and loss or damage to property in the mutual geographic area of responsibility. Each party brings unique capabilities and talents to conduct SAR. While both USCG and HFD have capable air assets, Ocean Safety and HFD also provide highly capable surface assets with excellent local knowledge, quick response time, and the ability to operate safely in local surf conditions. The USCG provides the capability to conduct comprehensive computer based drift modeling and optimal SAR planning utilizing the best available environmental data, day and night SAR operations, long range and extended endurance operations with surface and air assets, and distress broadcasts over VHF radio to notify nearby "Good Samaritans" and port partners to also render assistance. The objective of this agreement is to provide an instrument by which the parties will render timely notification and cooperative assistance to one another while conducting SAR missions.

IV. DEFINITION OF COMMON TERMS.

It is crucial that all personnel involved in SAR responses be aware of the differing incident management systems and terminology used by the parties to this Agreement.

- A. The "SAR Coordinator" (SC) ensures SAR operations are coordinated efficiently through the use of available SAR resources. To achieve this, SCs may make SAR agreements with federal, state, local, and private agencies, providing for the maximum practicable cooperation. In the USCG, the SC is usually the District Commander.
- B. "Rescue Coordination Center" (RCC) personnel usually function as "SAR Mission Coordinator" (SMC) and control and coordinate SAR operations within an assigned Search and Rescue Region (SRR). In the USCG, the RCC is normally a function of the District Command Center.
- C. SMC manages USCG SAR missions and coordinates resources. The SMC manages the overall response to a SAR incident and should be the organization or unit best prepared to lead and coordinate the SAR response. SMC will normally be kept at the lowest level of the operational chain of command that can effectively coordinate the response. SMC shall always be identified and communicated to all organizations involved in SAR efforts.
- D. "Incident Commander" (IC) is established by the first City agency to respond and who is initially responsible for overall management of the incident. IC duties may be transferred to a more qualified agency as the response evolves according to ICS system guidelines and protocols.



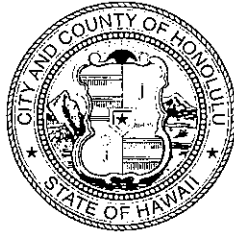
E. "On Scene Coordinator" (OSC) conducts SAR mission on scene using the resources available. An OSC has operational control of search assets on scene. OSC coordinates and communicates SAR tasking, progress and requests for additional resources to the IC who manages the incident per ICS system guidelines and protocols.

F. The Fire Communication Center (FCC) serves as HFD's central communication center and initial point-of contact when requesting HFD resources. The FCC can provide and coordinate communications between agencies involved in the SAR.

V. AGREEMENT TERMS.

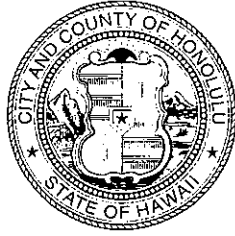
A. RESPONSIBILITIES:

1. The City, through HFD and Ocean Safety, is responsible for protecting life and property from fires, multifarious emergencies, and near shore ocean use, as well as SAR within the state waters of Qahu (out to three nautical miles) and over the landmass of Oahu within its municipal jurisdiction.
2. HFD performs the City's fire fighting and rescue work in order to save lives, property and the environment from fires. HFD responds to emergency medical and hazardous material incidents, as well as performs rescues on land and at sea in order to save lives, property and the environment.
3. Ocean Safety is the City's primary responder to emergencies arising on the beach and in near shore waters and is responsible for ocean safety training and related educational and risk reduction programs.
4. The USCG is recognized under the National Search and Rescue Plan as the SAR. Coordinator for the aeronautical and maritime United States Search and Rescue Regions (SRRs) including the State of Hawaii, as well as waters over which the United States has jurisdiction such as the navigable waters of the United States.
5. JRCC Honolulu is an internationally recognized facility with the responsibility to promote efficient organization of SAR services in order to coordinate maritime and aeronautical SAR operations in Honolulu SRR. JRCC Honolulu is responsible for domestic and international civil SAR coordination in this recognized U.S. aeronautical and maritime SRR which coincides with the ocean environment, including Hawaii. With regard to the State of Hawaii, JRCC Honolulu is the designated SMC for aeronautical SAR in the oceanic and inland region, and maritime SAR in waters over 200 nautical miles from the main Hawaiian Islands. Sector Honolulu is a subordinate command of JRCC



Honolulu and is delegated the SMC responsibility for maritime SAR within the 200 nautical mile waters of the main Hawaiian Islands.

6. JRCC Honolulu, Sector Honolulu, or its authorized representative, upon receipt of any SAR notifications within City jurisdiction shall make timely notification to the City.
 - A. Upon receipt of a request for SAR assistance from JRCC Honolulu and/or Sector Honolulu, the City shall:
 - i. Determine if HFD and/or Ocean Safety equipment and personnel are available to respond to the request for assistance;
 - ii. Gather the following information from USCG: reporting source contact information, time, nature, and location of distress, number of persons and type of property in distress, and what assistance is being requested;
 - iii. Identify and initiate appropriate City response and liaise with JRCC Honolulu and/or Sector Honolulu, as appropriate, to best protect and serve the people of Hawaii.
7. The City, upon receipt of any maritime SAR notification, shall make timely notification to the Coast Guard, Sector Honolulu.
 - A. Upon notification of any maritime SAR and/or receipt of a request for SAR assistance from the City, Sector Honolulu shall:
 - i. Determine if Coast Guard equipment and personnel are needed and available to respond;
 - ii. Gather the following information from the City: reporting source contact information, time, nature, and location of distress, number of persons and type of property in distress, and if/what assistance is being requested;
 - iii. Identify and initiate appropriate USCG response and liaise with the City as appropriate to best protect and serve the people of Hawaii.
8. If the City's IC or other authorized representative deems the incident to be beyond the ability of City resources to quickly resolve, including an unresolved

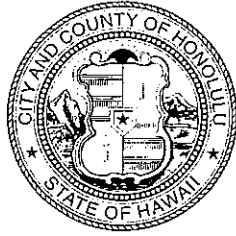


SAR incident in which search efforts are continuing beyond 60 minutes, or anytime USCG assistance is desired, the City shall make timely notification to:

- A. Sector Honolulu for incidents involving maritime SAR;
 - B. JRCC Honolulu for incidents involving inland and aeronautical SAR; and
 - C. Gather the following information and provide to USCG: reporting source contact information, time, nature, and location of distress, number of persons and type of property in distress, and what assistance is being requested.
9. All aeronautical and inland SAR notifications and/or requests for assistance by the City shall be directed to JRCC Honolulu who shall:
- A. Determine if USCG or Department of Defense (DOD) equipment and personnel are available to respond to the request for assistance;
 - B. Gather the following information from the City: reporting source contact information, time, nature, and location of distress, number of persons and type of property in distress, and what assistance is being requested.
 - C. Identify and initiate appropriate USCG response and liaise with the City as appropriate, to best protect and serve the people of Hawaii.

B. GENERAL TERMS:

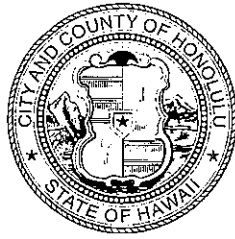
- 1. Timely response will be initiated, if feasible, to any known situation in which the mariner or aviator is in imminent danger. This response may be initiated by USCG, USCG Auxiliary, or other federal, private, state, local, or commercial entity resources. USCG resources normally do not provide immediate assistance to non-distress circumstances if alternative assistance is available. A USCG resource may assist in a non-distress situation when no higher priority missions exist and no other capable resource is reasonably available.
- 2. The party requesting SAR assistance under this Agreement shall initially be designated as IC/SMC and ensure a representative or unit on scene is designated as the On-Scene Coordinator (OSC). The OSC shall direct the use of assets and personnel at the scene; however, each agency retains overall supervisory control of its own personnel and equipment on scene.
- 3. When the search object is located and the recovery phase is complete with no other SAR issues pending, the request for SAR assistance shall be considered closed.



4. When search operations identify floating debris or submerged vessels, notifications of this shall be made to the other agencies SCs, including the description and projected direction of drift, as to not cause further unnecessary SAR missions.
5. When the search object is not located, each party shall communicate with all parties involved their continuing search effort intentions. Where response protocols or asset capabilities between agencies are not aligned, close coordination will help avoid conflicts and misunderstandings.
6. A lead agency shall be identified to interact with family and friends of victims during the course of SAR operations. The agency best suited shall personally ensure notifications are made and interaction established with the next of kin (NOK) at the earliest possible time. The organization handling NOK notifications should update all parties involved on major milestones or requests made by the NOK.
7. Bi-annual training evolutions between the parties of this Agreement shall be conducted to review incident notification procedures, communications protocol and on scene asset management.
8. Whenever deemed advisable, the senior official or an authorized representative from the parties to this Agreement shall inform the other parties of any developing SAR cases under their jurisdiction irrespective of the intent to request SAR assistance.
9. It shall not be mandatory to render SAR assistance under this Agreement, and the parties assume no responsibility for failing to respond to request for SAR assistance or for the failure of equipment or personnel in any particular instance where assistance is rendered.
10. Unless otherwise provided, any cost incurred by a party to this Agreement in furnishing SAR assistance, for or on behalf of another party, shall be borne by the party providing the assistance.

VI. POINTS OF CONTACT.

Honolulu Fire Department
636 South Street
Honolulu, HI 96813-5007
808-723-7113



Honolulu Fire Department
Fire Dispatch Center
650 South King Street
Honolulu, HI 96813-5007
808-523-4376

Honolulu Emergency Services Department
Ocean Safety & Lifeguard Services Division
3823 Leahi Avenue
Honolulu, HI, 96815
808-922-3888

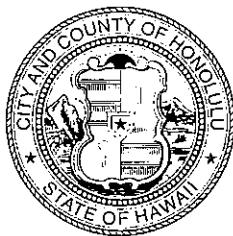
U.S. Coast Guard District Fourteenth (drm)
300 Ala Moana Blvd. Ste. 9-221
Honolulu, HI 96850
808-535-3331

D14 Command Center/JRCC Honolulu
808-535-3333
JRCCHonolulu@uscg.mil

U.S. Coast Guard Sector Honolulu (sr)
400 Sand Island Parkway
Honolulu, HI 96819
808-842-2661

Sector Honolulu Command Center
808-842-2600
SCCHonolulu@uscg.mil

- VII. OTHER PROVISIONS. Nothing in this Agreement is intended to conflict with current laws, regulations or directives of the United States Coast Guard, Department of Homeland Security, City and County of Honolulu, and State of Hawaii. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.
- VIII. EFFECTIVE DATE. This Agreement shall be effective upon the date of final signature with an indefinite duration unless extended, modified, or terminated in accordance with the terms below.




IX. REVIEW TERMS. This Agreement shall be periodically reviewed at intervals of not more than three years.

X. MODIFICATION. This Agreement may be modified upon the mutual written consent of the parties.

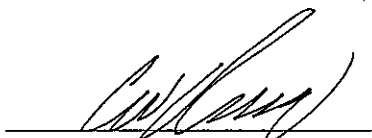
XI. TERMINATION. The terms of this Agreement, as modified with the consent of both parties, will remain in effect unless modified by mutual Agreement or terminated after a 30 day notice period from either party. The Agreement may be extended by mutual written agreement of the parties.

XII. THIRD PARTY RIGHTS AND BENEFITS CLAUSE. Nothing in this Agreement is intended to create any right or benefit, substantive or procedural, enforceable at law against the United States, its agencies, its officers, or any person.

APPROVED BY:



PETER B. CARLISLE
MAYOR
CITY & COUNTY OF HONOLULU

23-AUG-11
DATE


RADM CHARLES W. RAY, USCG
COMMANDER
FOURTEENTH COAST GUARD DISTRICT

23 AUG 11
DATE

APPROVED AS TO FORM AND LEGALITY:


ROBERT CARSON GODBEY
Corporation Counsel

23-Aug-2011
DATE